

**LEMON GROVE SANITATION DISTRICT  
AGENDA ITEM SUMMARY**

**Item No.** 1.D  
**Mtg. Date** October 4, 2016  
**Dept.** Public Works

**Item Title:** Award a Contract for the FY2016-2017 Sewer Capital Improvements Project:  
Sewer Upsizing, Replacement and Maintenance

**Staff Contact:** Tim Gabrielson, District Engineer

**Recommendation:**

Adopt a resolution (**Attachment B**) awarding a construction contract (**Attachment C**) for the FY 2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance, along with associated construction management services, materials testing and inspection services and Storm Water Inspection services.

**Item Summary:**

In support of the City's Sanitation Capital Improvement Program, staff advertised a notice inviting bids for FY 2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance (Contract 2016-24) in August 2016. A voluntary pre-bid meeting was held on September 8, 2016. On September 20, 2016, staff received seven sealed bids. Staff determined that of the bids received, SC Valley Engineering was the lowest responsive and responsible bidder at \$1,034,275. In addition to the construction contract, staff requested and received proposals from the City's on-call consultants to provide various construction services to support the City for the construction project. These proposals include: a proposal for construction management/inspection services from Dokken Engineering (**Attachment D – Exhibit 1**), a proposal from Ninyo and Moore for materials testing and inspection services (**Attachment D – Exhibit 2**) and D-Max Engineering for storm water inspection services (**Attachment D – Exhibit 3**).

Staff recommends that Sanitation District Board of Directors adopt a resolution (**Attachment B**) awarding a construction contract (Contract 2016-24) for the FY 2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance to SC Valley Engineering, Inc., and enter into a professional services agreement with Dokken Engineering, Ninyo and Moore and D-Max Engineering while establishing a project budget not to exceed \$1,297,015.

**Fiscal Impact:**

Sanitation District funds were budgeted for this project as part of the Fiscal Year 2016-2017 budget.

**Environmental Review:**

- |  |   |
|--|---|
| <input type="checkbox"/> Not subject to review                           | <input type="checkbox"/> Negative Declaration           |
| <input checked="" type="checkbox"/> Categorical Exemption, Section 15301 | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- |                 |  |
|-----------------|--|
| A. Staff Report | C. SC Valley Engineering Construction Contract |
| B. Resolution   | D. Construction Support Services Proposals     |



## LEMON GROVE SANITATION DISTRICT STAFF REPORT

**Item No.** 1.D

**Mtg. Date** October 4, 2016

**Item Title:** Award Contracts for the FY2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance

**Staff Contact:** [Tim Gabrielson, City Engineer]

### Discussion:

In support of the City's Sanitation District Capital Improvement Program, staff advertised a notice inviting bids for FY 2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance (Contract 2016-24) in August 2016.

The project proposes to upsize sewer mains along Main Street from Burnell Avenue to Grange Street/Davidson Avenue, segments of Noble Street and El Dora Street and segments on Edding Drive. In addition, the project proposes to correct several sewer mains that have "sags", are undersized and to perform "point repairs" and various sewer segments throughout the District.

On August 25, 2016, bid documents for the project (Contract No. 2016-24) were advertised in the East County Californian, online at eBidboard and the City's website. On September 20, 2016, staff received seven sealed bids. Two of those sealed bids were rejected as they did not meet the submittal requirements. After further review, two additional bidders were subsequently classified as unresponsive as they did not meet the qualifications and bid specifications. The name of each qualified bidder, their location, and amount of their bid are listed below:

Bidder's Name	Location	Amount
SC Valley Engineering	El Cajon, CA	\$1,034,750
MJC	Bonita, CA	\$1,089,884
GRFCO, Inc.	Brea, CA	\$1,250,750

The engineer's estimate for this project was \$1,087,075. The low qualified bid was submitted by SC Valley Engineering, Inc. (SC Valley) for \$1,034,275. After staff reviewed SC Valley's project work history, contacted and interviewed listed references, and reviewed its construction license, staff concluded that SC Valley is the lowest responsive and responsible bidder.

# Attachment A

Staff recommends the following budget for this project:

Description	Approx. Percentage of Total Project Budget	Amount
Construction Costs	80%	\$1,034,275
Construction Management/Inspection	6%	\$74,440
Material Testing	2.5%	\$32,300
Storm Water Inspection	0.5%	\$6,000
Contingency	11%	\$150,000
<b>Total</b>	<b>100%</b>	<b>\$1,297,015</b>

To facilitate the construction of the project, staff requested Dokken Engineering, one of the City's as-needed engineering consultants submitted a scope of work and fee schedule for construction phase services including engineering review of submittals and construction inspections (**Attachment D – Exhibit 1**). Ninyo & Moore, the City's as-needed geotechnical consultant, will provide geotechnical and material testing services for the project (**Attachment D – Exhibit 2**). D-Max Engineering, the City's as-needed Storm Water consultant, will provide Storm Water Inspection and Compliance (**Attachment D – Exhibit 3**). Staff reviewed the proposals submitted by Dokken Engineering, Ninyo & Moore and D-Max Engineering for the project and deemed it a reasonable cost for the stated services. |

## Conclusion:

Staff recommends that Sanitation District Board of Directors adopt a resolution (**Attachment B**) awarding a construction contract (Contract 2016-24) for the FY2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance to SC Valley Engineering Inc., and enter into a professional services agreement with Dokken Engineering, Ninyo and Moore and D-Max Engineering while establishing a project budget not to exceed \$1,297,015.

# Attachment B

## RESOLUTION NO. 2016-\_\_\_\_\_

### **RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT BOARD OF DIRECTORS AWARDING A CONTRACT FOR THE FY2016-2017 SEWER CAPITAL IMPROVEMENT PROJECT: UPSIZING, REPLACEMENT, AND MAINTENANCE (CONTRACT 2016-24)**

**WHEREAS**, on August 25, 2016, bid documents for the FY2016-2017 Sewer Capital Improvements Project: Upsizing, Replacement and Maintenance (project) were advertised in the East County Californian, online at eBidboard and the City's website; and

**WHEREAS**, on September 8, 2016 a voluntary pre-bid meeting was held and,

**WHEREAS**, on September 20, 2016, four responsive and responsible bids were received for the project; and

**WHEREAS**, said bids were opened and the responsive and responsible low bidder was SC Valley Engineering, Inc.; and

**WHEREAS**, staff determined a project budget not to exceed \$1,297,015 is warranted; and

**WHEREAS**, the Board of Directors finds it in the public interest that a Contract for said services be awarded.

**NOW, THEREFORE, BE IT RESOLVED** that the Lemon Grove Sanitation District Board of Directors hereby:

1. Awards a contract in the amount of one million thirty-four thousand two hundred seventy-five dollars (\$1,034,275) to SC Valley Engineering, Inc.; and
2. Award a construction support contract for construction management and inspection in the amount of seventy-four thousand four hundred forty dollars (\$74,440) to Dokken; and
3. Award a construction support contract for material testing in the amount of thirty-two thousand three hundred dollars (\$32,300) to Ninyo and Moore; and
4. Award a construction support contract for stormwater inspection in the amount of six thousand dollars (\$6,000) to D-Max; and
5. Establishes a project budget not to exceed one million two hundred ninety-seven thousand fifteen dollars (\$1,297,015), and
6. Authorizes the City Manager or her designee to execute said contract.

/////  
/////

# Attachment C

## AGREEMENT

### FY 2016-17 SEWER CAPITAL IMPROVEMENT PROJECT: UPSIZING, REPLACEMENT AND MAINTENANCE

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ of 20\_\_ by  
and between the Lemon Grove Sanitation District, California, herein after designated as the  
"District", and SC Valley Engineering, Inc., hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be  
made and performed by the District, the Contractor agrees with the District to furnish all  
materials and labor for:

### FY 2016-17 SEWER CAPITAL IMPROVEMENT PROJECT: UPSIZING, REPLACEMENT AND MAINTENANCE

and to perform and complete in a good and workmanlike manner all the work pertaining thereto  
shown on the plans and specifications therefore; to furnish at his own proper cost and expense all  
tools, equipment, labor and materials necessary therefore; and to do everything required by this  
agreement and the said plans and specifications.

2. For furnishing all said materials and labor, tools and equipment, and doing all the work  
contemplated and embraced in this Contract, also for all loss and damage arising out of the  
nature of the work aforesaid, or from the action of the elements, or from any unforeseen  
difficulties which may arise or be encountered in the prosecution of the work until its acceptance  
by the District and for all risks of every description connected with the work; also, for all  
expenses incurred by or in consequence of the suspension or discontinuance of work, except  
such as in said specifications are expressly stipulated to be borne by the District and for well and  
faithfully completing the work and the whole thereof, in the manner shown and described in the  
said plans and specifications, the District will pay and the Contractor shall receive in full  
compensation therefore the sum of one million thirty four thousand two hundred seventy five  
dollars and no cents (\$1,034,275.00).

3. The District hereby promises and agrees to employ, and does hereby employ said  
Contractor to provide the materials and to do the work according to the terms and conditions  
herein contained and referred to for the price aforesaid and hereby conditions set forth in the  
specification; and the said parties for themselves, their heirs, executors, administrators,  
successors and assigns, do hereby agree to the full performance of the covenants herein  
contained.

4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond  
Forms, Construction Administration Forms, Completion of the Project Forms, General  
Requirements and General Provisions, Drawings, Plans and Specifications, Addenda,  
Allowances, and all amendments thereof, are hereby incorporated in and made part of this  
Contract.

5. The District, the District's representative, District Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its representatives, employees, agents and authorized volunteers who are directly responsible to the District.

a. Contractor shall indemnify the District, District Board, District officials, District employees, District representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, District Board, District officials, District employees, District representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, District Board, District officials, District employees, District representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:

I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

II) Contractor will promptly pay any judgment rendered against Contractor, the District, District Board, District officials, District employees, District representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, District Board, District officials, District employees, District representatives, and authorized volunteers harmless there from.

III) In the event the District, District Board, District officials, District employees, District representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, District Board, District officials, District employees, District representatives, and authorized

# Attachment C

volunteers any and all costs and expenses incurred by the District, District Board, District officials, District employees, District representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.

IV) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, DISTRICT, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.

9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.



## Attachment C

10. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Federal ID. No. \_\_\_\_\_

DISTRICT:

By: \_\_\_\_\_

Title: Lydia Romero, Executive Director

ATTEST:

By: \_\_\_\_\_

Title: Susan Garcia, District Clerk

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

# Attachment D – Exhibit 1



**DOKKEN ENGINEERING**

*Transportation Solutions from Concept to Construction*

May 12, 2016

Jeremiah J. Harrington  
Assistant Engineer  
City of Lemon Grove  
3232 Main Street  
Lemon Grove, CA 91945

**Reference: Proposal to Perform Engineering Construction Support Services and Construction Management and Inspection Services for the City of Lemon Grove – Bid Set II – Sewer Upsizing Project**

Dear Mr. Harrington:

It has been our pleasure to assist the City of Lemon Grove with the Sewer Improvement Project. This letter provides a scope of services and fee for additional services to provide the City with construction support services and construction management and inspection services for the above referenced phase of the project.

The services requested under this amendment supplement, and do not overlap with, services authorized under the original scope. The following scope of work is proposed.

**SCOPE OF SERVICES:**

Presented below is IEC's proposed Detailed Scope of Work to be provided based on our understanding of the project requirements. IEC has assembled a comprehensive scope of work to accomplish the City's project objectives for a complete and well-coordinated construction management program that results in a project that is delivered on time and within budget.

**Task 1 – Construction Phase Services**

**Task 1.1 – Reports and Communications (Document Control)**

*A. Project Document Control*

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress payment requests, progress meeting reports, compaction reports, daily inspection reports, and any additional relevant project correspondence. Project documentation will be kept digitally as well as hard copies, and files will be organized in a logical manner as approved by the City.



**DOKKEN ENGINEERING**

*Transportation Solutions from Concept to Construction*

## **Task 1.2 – Construction Administration**

### *A. Construction Progress Meetings*

IEC will schedule and conduct bi-weekly construction progress meetings with the contractor(s) and the City, provide meeting agendas and discuss the schedule, near term activities, clarifications and problems which need resolution, coordination with other contractors, status of change orders, and safety issues, prepare minutes of the meetings with identified action items, distribute the minutes to the attendees. IEC has included scope for Ms. Fagnant to attend up to one (1) progress/field meetings and two (2) hours of coordination for Mr. Weber in regards to issues arising from progress/field meetings.

### *B. Project Coordination*

Provide coordination between the Contractor, Agencies, Public Outreach Consultant, Private Properties and the City as needed to facilitate the construction process. IEC will ensure that the parties have up to date necessary information and documents such as shop drawings, submittals, plan revisions, by-pass plans, and traffic control plan. A documentation tracking procedure will be used to track the distribution of these documents.

### *C. Shop Drawings and Submittal Reviews*

Coordinate submittal review and approval. IEC will be responsible for processing and monitoring the status of submittals. IEC's field staff will provide cursory review of the contractor's submittals for general conformance with the contract document requirements prior to sending the submittals to the design staff. IEC has included scope to review up to two (2) submittals by design staff. Submittals of a general nature will be reviewed and processed by the CM team at the City's request.

### *D. Plans and Specifications Interpretation (RFI Processing)*

IEC's construction management team will review and respond to contractor RFIs of a general nature. Technical RFIs will be submitted to the project design engineer for response. Maintain a log of RFIs and in order to ensure that written clarifications are provided to the contractor in a timely manner. Responses to requests for changes to the design will be submitted to the City's Project Manager and the design team for response and approval. IEC has included scope to review up to two (2) RFIs by design staff.

### *E. Respond to Change Order Requests*

Identify, prepare log, and monitor contractor or City initiated claims, changes, extra work, and change orders. Negotiate claims to an agreed Contractor/Consultant/City conclusion. Provide written recommendations to the City regarding the resolution of change orders and submit change orders to the City for approval. Prepare a report providing statement of claim, extra work, or change; background leading to the issue; resolution recommendation for action by the City. Prepare written justification and cost estimates for each change order that require design

# Attachment D – Exhibit 1



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modifications or clarifications, including revisions to the drawing, details, and specifications. Resolve claims, extra work, and change orders for changes to the work and obtain City approval.

#### *F. Progress Payment Reviews*

Prepare project related invoices and progress payments. Submit invoices to the City's project manager with a recommendation stating the proper amount for payment using the Schedule of Values and actual quantities as a basis to prepare payment requests. Progress Payment review will also include evaluation of the monthly updated construction schedule and review of the project as-builts to verify that the contractor is up to date. In addition, review of monthly progress payments will include review of the Contractor's required inspections, testing, and reports as required by the project SWPPP and the Construction General Permit.

### **Task 1.3 – Construction Inspection Services**

#### *A. Daily Construction Monitoring*

Provide inspection and specialty inspection to observe and document that the contractor's work is in compliance with the contract documents. Prepare daily reports of the construction activities including weather conditions, contractor's equipment and manpower, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the job site as required of materials and workmanship, and discuss with the contractor appropriate revisions to the methods and procedures used in performing the work. Provide photo documentation of daily site conditions and daily construction activities. Observe and record all material deliveries to the site. Material certificates shall be verified and documented for compliance with plans, specifications, and approved shop drawings. Prepare a detailed daily report summarizing observations and work performed on site each day/shift. Maintain on a daily basis a set of as-built drawings as verification and redundancy to the Contractors.

### **Task 2 – Post-Construction Phase Services**

#### **Task 2.1 – Project Closeout**

Prepare detailed project punch item lists at closeout of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk through prior to acceptance of work with the City. Verify work, testing, cleanup and demobilization is complete. Check and submit final payment requests after final walk through. Review and certify that the contractor's project record drawings are complete and accurate.

#### **Task 2.2 – Final Project Documents**

Within 30 days of filing of the notice of completion, provide a Construction Documentation notebook and electronic copy comprised of all approved shop drawings, material test reports, certifications, daily



# Attachment D – Exhibit 1



**DOKKEN ENGINEERING**

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inspection reports, meeting minutes, conversation logs, and photo documentation. Also provide and submit one set of redlined as-built drawings.

## **FEE:**

IEC is pleased to present this estimated fee for Construction Support and Inspection Services for the Bid Set II-Sewer Upsizing Project. Our estimated not to exceed fee for the proposed scope of work is \$74,440.00 (Seventy Four Thousand, Four Hundred, Forty Dollars). IEC has developed the estimated hours for these services through conversations with City staff and our experience on similar projects. We have budgeted for five (5) hours of field inspection time on a 120 calendar day construction schedule. We have also included a breakdown of anticipated hours by staff type, with corresponding hourly rates, that we feel will be dedicated to each task outlined in our scope.

### **Fee Estimate for City of Lemon Grove Construction Support and Inspection Services Bid Set II-Sewer Upsizing**

Task Item	Labor Hours					
	Principal Engineer	Const. Eng./Eng. It	Eng./IT/CAO Design It	Const. Manager	Const. Inspection	
Hourly Rates	\$ 190.00	\$ 140.00	\$ 120.00	\$ 160.00	\$ 135.00	
<b>Task 1: Construction Services</b>						
<b>1.1 Reports and Communication (Document Control)</b>						
A. Project Document Control				10		
<b>1.2 Construction Administration</b>						
A. Construction Program Meetings	1	4		10		
B. Project Coordination						
C. Shop Drawing and Submittal Review	1	4		20		
D. Plans and Specifications Interpretation (RFI Processing)	2	8	12	20		
E. Respond to Change Orders				20		
F. Program Payment Review				10		
<b>1.3 Construction Inspection Services</b>						
A. Daily Construction Monitoring					400	
<b>Task 2 - Post Construction Services</b>						
2.1 Project Closeout				8		
2.2 Final Project Documentation				2		
<b>Total Hours</b>	<b>4</b>	<b>16</b>	<b>12</b>	<b>100</b>	<b>400</b>	
<b>Total Project Cost</b>	<b>\$ 760</b>	<b>\$ 2,240</b>	<b>\$ 1,440</b>	<b>\$ 16,000</b>	<b>\$ 54,000</b>	<b>\$ 74,440.00</b>

#### **Footnotes**

1. Field personnel rates are inclusive of vehicle, mileage, phone, computer, etc. Inspection rates shown are for prevailing wage projects.

The fee for this project will be billed on a "Time and Materials" basis, however the initial agreed on budget will not be exceeded without prior negotiation with Dokken and the City. Should the construction schedule be extended, or should IEC be requested to provide additional services, IEC will request additional budget from Dokken and the City.

## Attachment D – Exhibit 1



**DOKKEN ENGINEERING**

*Transportation Solutions from Concept to Construction*

We sincerely appreciate the opportunity to provide this proposal and assist the City with this project.  
Please contact me at (858) 413-2400 should you have any questions or need further information.

Sincerely,

Robert S. Weber, PE  
Senior Project Manager  
Infrastructure Engineering Corporation

Scott Adamson, PE  
Construction Services Manager  
Infrastructure Engineering Corporation

John Klemunes, PE  
Regional Manager  
Dokken Engineering

## Attachment D – Exhibit 2



August 5, 2016  
Proposal No. 106355046

Mr. Jeremiah Harrington  
City of Lemon Grove  
3232 Main Street  
Lemon Grove, California 91945

Subject: Revised Scope and Fee Estimate for Geotechnical and Material Testing Services  
Sewer Capital Improvement Project Bid Set II – Sewer Upsizing  
Lemon Grove, California

Dear Mr. Harrington:

In accordance with your request, we have prepared this revised Scope and Fee Estimate for providing geotechnical and material testing services on the subject project. We understand the project is to include the removal of 6-inch to 10-inch sewer lines and replacement of them with 8-inch and 12-inch sewer lines at various locations in the City of Lemon Grove. The construction will include a total of approximately 4000 lineal feet of pipelines, as well as the construction of new manholes, cleanouts, and flatwork. Our services will be needed for observation of the bottom of the trench and pipe bedding. We will also provide observations and testing of trench backfill, subgrade, aggregate base, and asphalt concrete. Additional services are anticipated for the sampling of concrete utilized in the construction of manhole risers and concrete sidewalk replacement.

No construction schedule was available at the time of this proposal, and approximately 200 hours of on-call materials testing services has been requested as an initial budget. We anticipate providing the following services at your request:

- Observation by our field technician of trench bottoms. Observation and testing by our field technician of trench backfill, subgrade, aggregate base, and asphalt concrete. In-place density tests will be conducted in general accordance with nuclear gauge methods (ASTM International [ASTM] D 6938). The technician will prepare daily field reports describing the work performed and summarizing the results of the tests conducted.
- Sampling and testing of concrete placement by our ACI-credentialed technician. Our technician will measure the concrete for temperature and slump and cast specimens for compressive strength.

5710 Ruffin Road • San Diego, California 92123 • Phone (858) 576-1000 • Fax (858) 576-9600

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento  
Las Vegas • Phoenix • Tucson • Prescott Valley • Flagstaff • Denver • Broomfield • Houston



## Attachment D – Exhibit 2

Sewer Capital Improvement Project Bid Set II – Sewer Upsizing  
Lemon Grove, California

August 5, 2016  
Proposal No. 106355046

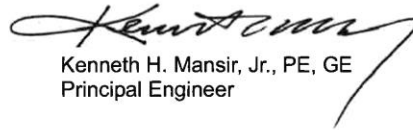
- Laboratory testing of the materials used for bedding, backfill, aggregate base, asphalt pavement, and concrete. The tests performed are anticipated to include Proctor density/optimum moisture content (ASTM D 1557), sand equivalent, sieve analysis, Hveem density (D1188), and compressive strength (C39). Other tests will be performed, as requested.
- Preparation of a summary report presenting the results of our testing and our opinion of the conformance of the work with the project specifications.

The fee for our services will be invoiced on a time-and-materials basis in accordance with our Lemon Grove As-Needed Agreement No. 2015-11. Based on the project duration and our anticipated involvement, the estimated fee for the services described herein is approximately \$32,300 (Thirty-Two Thousand Three Hundred Dollars). A breakdown of the estimated fee is attached as Table 1. If this proposal meets with your approval, please forward your Task Order. We appreciate the opportunity to work with you on this project.

Respectfully submitted,  
**NINYO & MOORE**



Brian T. Matusek  
Senior Staff Geologist



Kenneth H. Mansir, Jr., PE, GE  
Principal Engineer

BTM/KHM/gg

Attachment: Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee



# Attachment D – Exhibit 2

Sewer Capital Improvement Project Bid Set II – Sewer Upsizing  
Lemon Grove, California

August 5, 2016  
Proposal No. 106355046

**TABLE 1 – BREAKDOWN OF ESTIMATED FEE**

UTILITY TRENCH BACKFILL OBSERVATION AND TESTING			
Senior Staff Engineer/Geologist	6 hours @	\$ 141.00 /hour	\$ 846.00
Senior Field/Laboratory Technician	200 hours @	\$ 87.00 /hour	\$ 17,400.00
Field Vehicle Usage	200 hours @	\$ 12.00 /hour	\$ 2,400.00
Sand Equivalent, D 2419, CT 217	2 tests @	\$ 90.00 /test	\$ 180.00
Sieve Analysis, D 422, CT 202	2 tests @	\$ 120.00 /test	\$ 240.00
Proctor Density - D 1557 or D 698	8 tests @	\$ 200.00 /test	\$ 1,600.00
<b>Subtotal</b>			<b>\$ 22,666.00</b>

PAVEMENT SECTION OBSERVATION AND TESTING			
Senior Staff Engineer/Geologist	4 hours @	\$ 141.00 /hour	\$ 564.00
Senior Field/Laboratory Technician	20 hours @	\$ 87.00 /hour	\$ 1,740.00
Field Vehicle Usage	20 hours @	\$ 12.00 /hour	\$ 240.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	4 tests @	\$ 215.00 /test	\$ 860.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	4 tests @	\$ 240.00 /test	\$ 960.00
<b>Subtotal</b>			<b>\$ 4,364.00</b>

CONCRETE SAMPLING AND TESTING			
ACI Concrete Technician	8 hours @	\$ 87.00 /hour	\$ 696.00
Field Vehicle Usage	8 hours @	\$ 12.00 /hour	\$ 96.00
Compression Tests, 6x12 Cylinder, C 39	12 tests @	\$ 25.00 /test	\$ 300.00
<b>Subtotal</b>			<b>\$ 1,092.00</b>

PROJECT MANAGEMENT AND REPORT PREPARATION			
Principal Engineer/Geologist	8 hours @	\$ 168.00 /hour	\$ 1,344.00
Senior Staff Engineer/Geologist	20 hours @	\$ 141.00 /hour	\$ 2,820.00
<b>Subtotal</b>			<b>\$ 4,164.00</b>

<b>TOTAL ESTIMATED FEE</b>			<b>\$ 32,286.00</b>
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# Attachment D – Exhibit 3

## **D-MAX Engineering, Inc.**

Consultants in Water & Environmental Sciences



September 15, 2016

Mr. Malik Tamimi  
City of Lemon Grove  
3232 Main Street  
Lemon Grove, CA 91945

**Subject: Storm Water Construction Inspections at the FY 2016-17 Sewer Upsizing Capital Improvement Project**

Dear Mr. Tamimi:

Per your request, D-MAX Engineering, Inc. (D-MAX) is pleased to submit this proposal to provide storm water construction inspection services for the City of Lemon Grove (City). All work will be completed in accordance with the City's Jurisdictional Runoff Management Program (JRMP); San Diego Regional Water Quality Control Board (Regional Board) Order No R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100; and the City's grading, storm water, and post-construction BMP ordinances.

### **Scope of Services**

We will provide the following services at the "FY 2016-17 Sewer Upsizing Capital Improvement Project":

- Conduct regular, routine inspections based on the site prioritization assigned via the process included in the JRMP.
  - During the wet season, high priority sites are inspected twice per month, medium priority sites are inspected monthly, and low priority sites are inspected as needed.
  - During site inspections, we will walk the site with the responsible person and discuss the condition of the sites and potential corrective actions during the inspection where possible. We expect that the first inspection may be longer than subsequent inspections. During all inspections after the first inspection, our inspector will document the extent to which deficiencies noted during the preceding inspections have been resolved.
  - We will document inspection results and required corrective actions on a City of Lemon Grove construction inspection form. The form will clearly identify instances of non-compliance and our recommendations for resolving the non-compliance. We will include photos, marked up schematics, or other figures as necessary to illustrate places where correction needs to be made. Inspection documentation will be delivered through email and, if necessary, by fax.
  - For efficiency, routine inspections will be scheduled to occur on days where D-MAX will also be conducting storm water construction inspections at private construction projects in the City.

7220 Trade Street ■ Suite 119 ■ San Diego, CA 92121 ■ (858) 586-6600 ■ Fax (858) 586-6644

# Attachment D – Exhibit 3

Malik Tamimi  
City of Lemon Grove  
September 15, 2016  
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- Conduct as-needed follow-up or pre- and post-rain event inspections.
  - Additional follow-up inspections may be necessary to verify corrections required during routine inspections have been made. Often follow-up inspections are completed prior to rain to verify corrections have been made before a storm and/or after a storm to verify that BMPs performed adequately. In some cases, emailed photos demonstrating that required corrections have been made may be accepted in lieu of an onsite follow-up inspection.
- Attend pre-construction meeting to describe storm water requirements, if requested.
  - If requested by the City, we will review the requirements as presented on the erosion control plan, focusing on key actions necessary to maintain compliance. The importance of erosion control BMPs, which have been the subject of multiple recent enforcement actions by the Regional Board, will also be stressed. The goal of the storm water discussion during the pre-construction meeting is to establish clear expectations for the contractor as a proactive step to minimize future risk of noncompliance.
- Collected runoff samples as needed
  - Runoff samples will be collected as needed to assess BMP effectiveness. Samples are collected from storm runoff and are typically analyzed for turbidity and pH. Additional analyses can also be completed when necessary.
- Enforcement documentation assistance
  - If enforcement action beyond providing written correction notices based on inspections becomes necessary, we will provide the City with a written description of violation(s) noted and necessary supporting documentation to support preparation of other enforcement actions, such as notices of violation, administrative citations, and stop work orders.
  - We understand that City staff will notify the Regional Board in the event that escalated enforcement action is taken.

Deliverables for each inspected project will include the following:

- Attendance at pre-construction meetings
- A completed inspection form and associated photos for each inspection
- A memo summarizing results of storm water runoff sampling for each sampling event

We will also maintain a list of dates inspections have been completed for reference by City staff.

## Cost Estimate

We will complete the tasks described above on a time and materials basis in accordance with the attached fee schedule, not to exceed \$6,000. We expect that the per inspection cost, including reporting and recordkeeping, will typically be about \$250 to \$400 per inspection, with the amount depending on the extent of deficiencies noted at the sites, and the amount of follow-

## Attachment D – Exhibit 3

Malik Tamimi  
City of Lemon Grove  
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up correspondence necessary following each inspection. This estimation is based on project construction period of 12 months. Extra services will be charged separately.

Should you have any questions regarding the above comments, please call me at (858) 586-6600, extension 22.

Sincerely,  
D-MAX Engineering, Inc.

A handwritten signature in black ink, reading "Arsalan Dadkhah".

Arsalan Dadkhah, Ph.D., P.E.  
Principal

# Attachment D – Exhibit 3



## SCHEDULE OF FEES

### City of Lemon Grove Construction and Development Storm Water Services

January 1, 2016

#### LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Word Processor	65
Drafter	75
Technician	75
Senior Technician	85
Staff Scientist/Engineer I	95
Staff Scientist/Engineer II	110
Assistant Project Scientist/Engineer	120
Project Scientist/Engineer	135
Senior Scientist/Engineer	155
Principal Scientist/Engineer	175

Field and hourly services will be charged portal to portal from our office, with a two-hour minimum.

Appearance as expert witnesses at court trials, mediation, arbitration hearings and depositions will be charged at \$200/hour. Time spent preparing for such appearances will be charged at the above standard hourly rates.

#### OTHER CHARGES

Subcontracted services, such as sub consultants, outside testing, drilling, and surveyors, will be charged at cost plus 15%. Other project-specific costs, such as rentals, expendable or special supplies, special project insurance, permits and licenses, shipping, subsistence, tolls and parking, outside copying/printing, etc., will be charged at cost plus 15%. Mileage will be charged at the current IRS rate. Meals, lodging, and travel expenses, when pre-approved by the City, will be charged at cost or at standard per diem rates, as applicable.

Client will be responsible for any applicable taxes in addition to the fees due for Services.